

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM784399

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HITRECORD.ORG, INC.		12/19/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Joseph Gordon-Levitt		
<b>Street Address:</b>	23801 Calabasas Road, Suite 103		
<b>City:</b>	Calabasas		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91302		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4995660	HITRECORD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123075598		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2125030559		
<b>Email:</b>	ksruisi@venable.com		
<b>Correspondent Name:</b>	Kristen Ruisi		
<b>Address Line 1:</b>	1270 Avenue of the Americas		
<b>Address Line 2:</b>	24TH Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>NAME OF SUBMITTER:</b>	Kristen Ruisi		
<b>SIGNATURE:</b>	/KR/		
<b>DATE SIGNED:</b>	02/03/2023		
<b>Total Attachments: 3</b>			
source=Hitrecord - Trademark Assignment Agreement (Ex. A to Asset Purchase Agreement) (FULLY EXECUTED)#page1.tif			
source=Hitrecord - Trademark Assignment Agreement (Ex. A to Asset Purchase Agreement) (FULLY EXECUTED)#page2.tif			
source=Hitrecord - Trademark Assignment Agreement (Ex. A to Asset Purchase Agreement) (FULLY EXECUTED)#page3.tif			

OP \$40.00 4995660

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (“*Assignment*”) is entered into and effective as of December 19, 2022, by and between Hitrecord.org, Inc., a Delaware corporation (“*Assignor*”), and Joseph Gordon-Levitt, an individual (“*Assignee*”).

### RECITALS

WHEREAS, Assignor owns all rights, title and interest in and to the trademark set forth on **Schedule A**, all applications and registrations pertaining thereto, and all common law rights associated therewith, together with the goodwill arising from the use of and symbolization by said trademark (collectively, the “*Trademark*”);

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Trademark;

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Trademark; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademark throughout the world, together with the goodwill represented and symbolized thereby, including the right to sue and recover and have damages and profits for any and all past, present or future infringements, all to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further agrees that is shall promptly, at Assignee’s request, and without further consideration, execute and deliver to Assignee all documents and instruments, and take all other actions as may be required to secure, complete or vest Assignor’s right, title and interest in and to the Trademark, or to carry out the terms of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor and the Assignee have caused this Assignment to be executed in their respective names by their duly authorized representatives as of the date first above written.

**ASSIGNOR:**

**ASSIGNEE:**

HITRECORD.ORG, INC.  
a Delaware corporation

By:  \_\_\_\_\_

  
\_\_\_\_\_  
JOSEPH GORDON-LEVITT

Name: Joseph Gordon-Levitt

Title: Chief Executive Officer

**SCHEDULE A**

<b>Trademark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Country</b>
<b>HITRECORD</b>	4995660	85886749	United States

[SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT]